



TESTIMONY OF LOUIS W. BACH  
BEFORE THE GENERAL LAW COMMITTEE OF THE  
CONNECTICUT GENERAL ASSEMBLY  
TUESDAY, MARCH 6th 2012

Good afternoon Senator Doyle, Representative Taborsak, members of the General Law Committee. My name is Louis W. Bach and I am here on behalf of the Connecticut Business and Industry Association. CBIA's 10,000 member companies represent the broad diversity of Connecticut's private sector and are among the most innovative and productive businesses in the world.

CBIA opposes SB-268 AA REQUIRING RETAILERS TO DISCLOSE SPECIFIC ABSORPTION RATES FOR CELLULAR TELEPHONES as it poses an unnecessary new mandate which would make Connecticut a less competitive marketplace, adding to the cumulative cost of doing business in the state.

The Federal Communications Commission (FCC) mandates that the radiofrequency of mobile communication devices must not exceed a maximum specific absorption rate (SAR) that is set "well below" the level at which testing has indicated a potential for harm to human health. Any device that meets the standard is considered safe by the FCC, and a lower SAR number is not indicative of one particular device being safer than another.

Moreover, because mobile phones emit radiofrequencies at differing levels depending on operational variables such as location and signal strength, the SAR value of a given device is not fixed across its range of potential use. Indeed, depending on the construction of a given device, it would be possible for a phone with a lower than average SAR label to emit more radiofrequency energy during its particular operation than another phone with a higher SAR value.

Because the SAR value of mobile devices is set at a level well into a range considered safe by the FCC, and because the tested values of mobile devices do not precisely reflect their radiofrequency emission, a labeling requirement would simply mislead consumers while adding costs to businesses.

We also oppose SB-316 AAC NOTIFICATION OF THE EXPIRATION OF TRIAL OFFERS, INTRODUCTORY RATES AND AUTOMATIC CONTRACT RENEWALS. In the case of businesses offering introductory rates or trial offers, companies must give notice of the introductory nature of the services to the consumer either prior to or at the time of delivery of those services.

Requiring affirmative notification of automatic renewals under contracts containing an automatic renewal clause would place an enormous burden on service providers who would have to send a written reminder of a provision already agreed to and signed by their customers in a valid contract for services.

Adding redundancy to certain business notification requirements and service contracts would be of questionable value to consumers while raising the cost of doing business in Connecticut and for these reasons we oppose this legislation.

Thank you for the opportunity to submit testimony on these matters.